



CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**DATA CENTER HARDWARE, ASSOCIATED EQUIPMENT and
SERVICES**

RFP #'16/39/P

PROPOSAL DUE:

June 2, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/39/P

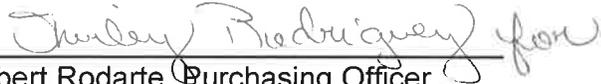
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 2, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

DATA CENTER HARDWARE, ASSOCIATED EQUIPMENT and SERVICES

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.


Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 04/26/16

To be published on: 04/29/16

Received by the Albuquerque Journal Newspaper on: 04/26/16

To be published on: 04/29/16

PROPOSAL SCHEDULE

RFP # '16/39/P

- | | | |
|----|--|--|
| 1. | Advertisement | April 29, 2016 |
| 2. | Issuance of RFP'S: | April 29, 2016 |
| 3. | Pre-Proposal Meeting: | May 5, 2016 at 10:00 am
2651 Siringo Road Building E
Conference Room
Santa Fe, New Mexico 87505 |
| 3. | Receipt of proposals: | June 2, 2016 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | June 23, 2016 |
| 5. | Interviews: | June 30, 2016 |
| 6. | Recommendation of award
to Finance Committee: | July 18, 2016 |
| 7. | Recommendation of award
to City Council: | July 27, 2016 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and four copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 2, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '16/39/P

Title of the proposal: Data Center Hardware, Associated Equipment and Services

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an attachment. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to

receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical attachment is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in

the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities,

unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

- (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

INTRODUCTION

A. SUMMARY STATEMENT

The Information Technology and Telecommunications Department is issuing this Request for Proposals to procure Hardware and Associated Equipment and Services, Installation and Training services for the Hardware, and Manufacturer's Extended Warranty, for the City of Santa Fe New Mexico. Through the Master Contracts awarded as a result of this solicitation, the City will have a flexible means of obtaining these products and services, quickly, efficiently and cost effectively by issuing Purchase Order Requests for Proposals (PORFP's) specific to its needs.

The scope of this solicitation encompasses five functional areas as follows:

Functional Area I – Converged /Hyper Converged Server Hardware and Software

Functional Area II- Associated Hardware Peripherals

Functional Area III- Data Center Networking Equipment

Functional Area IV- Installation and Training Services

Functional Area V- Manufacturer's Extended Warranty

The City has provided information about their current server architecture in Attachments 1-4.

The City has provided an excel spreadsheet for each vendor to fill out for the Cost Proposal information in Attachments 5-11 included in "RFP Response Forms Rev1". All of these documents will be made available for download on the City's website adjacent to this RFP.

B. BACKGROUND INFORMATION

The City of Santa Fe (CoSF) is currently engaged in a global Information Systems Infrastructure upgrade and modernization project. CoSF is planning and executing several ventures that will move CoSF Systems and Networks towards a more effective model that is resilient and scalable for the foreseeable future.

The City of Santa Fe's present Data Center does not meet minimum requirements for metropolitan Data Center Standards. The facility is housed in an historic building that cannot be upgraded to meet these minimum standards.

Requirements outlined in the City of Santa Fe's Disaster Recovery Plan for Business Continuity dictate that the City of Santa Fe transfers our primary data center to a state of the art Co Location facility. Additionally a 2nd Disaster Recovery Data Center will need to be established whether at a separate physical location or as a cloud based solution.

Accompanying this move the City of Santa Fe wishes to modernize CoSF computing environment and transition from CoSF present physical server platform to a converged/hyper-converged virtual hardware and software platform.

Currently the City of Santa Fe employs a server environment consisting of approximately 80 physical servers (Primarily Windows OS Servers). CoSF primary server for the City of Santa Fe's ERP resides on an I Series AS400 server with backup hardware in one isolated rack. The City of Santa Fe wishes to virtualize most of the existing Windows servers (see attachment # 1) but not all. Some of these existing "un-virtualized" servers will be moved to the new Data Center. Please see attached attachment # 2 for details.

The City of Santa Fe is looking to modernize and simplify CoSF Data Center environment while still being able to meet all CoSF future computing and storage needs. CoSF believe the Virtual/Converged types of technologies will allow us to easily increase both storage space and computing power without major future expense to CoSF planned virtual computing infrastructure. To accomplish CoSF modernization goals the City of Santa Fe is releasing three RFPs concurrently. The three RFPs are linked in the function and strategy of CoSF Information Technology Business Continuity plans for **the next five to ten years**. As this is a long term investment CoSF IT team is seeking a Technology Partner that is invested heavily in and committed to the strategic success of CoSF modernization efforts. Vendors are urged to review all three RFPs to fully understand the City's IT Strategies and design concepts.

The basic Design Concepts being:

- Performance – Faster processing, faster backup and restore
- Resiliency – No single point of failure
- Scalable – Fast and inexpensive capacity growth
- Disaster Recovery – Instant failover for all critical components

The three RFPs are:

- City of Santa Fe **Data Center Hardware Modernization Request for Proposal** – The primary driver is to virtualize CoSF computing and storage environment with the intent of increasing performance, resilience and cost savings for the CoSF IT Infrastructure. This includes hardware/software for both a Primary Data Center and Disaster Recovery Data Center model.
- City of Santa Fe **Primary Data Center Co-Location Facility Request for Proposal** – This RFP is driven by the need to place CoSF newly acquired Data Center Hardware in a State of the Art facility somewhere in the Santa Fe area that meets all of CoSF performance criteria.
- City of Santa Fe **Disaster Recovery Data Center Facility Request for Proposal** - This RFP is driven by CoSF Disaster Recovery Plan that has basic requirements for the City's IT Business Continuity strategy. This facility can be either Virtual (Cloud based) as well as a physical location.

SCOPE OF PROCUREMENT

The scope of procurement encompasses Offerors that will provide Services that will assess, design and implement solutions as described in the Detailed Scope of Work. The initial contract shall begin on the date of award, as indicated in Section II.A "Sequence of Events", or as soon as possible thereafter. The contract may be amended by mutual agreement of both parties. The initial term of the Price Agreement shall be for one calendar year. After the first term, the City of Santa Fe reserves the option of renewing the initial Price Agreement for one additional year. In no case will the Agreement, including renewals thereof, exceed a total of (2) two years in duration. The template format that will be utilized for the awarded agreement is included as Appendix C Sample Contract. The proposed price for services shall remain fixed. The Agency, and the City of Santa Fe Purchasing Agent

(COSPA) must approve all amendments and adjustments. This procurement will result in a single source award.

1. City of Santa Fe has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

- a. Telephone: (505) 955-5584
- b. Email: frcontreras@ci.santa-fe.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

- a. Name: City of Santa Fe Purchasing Department
C/O Robert Rodarte, Purchasing Agent
- b. Reference RFP Name:
- c. Address: 2561 Siringo Road
Santa Fe, New Mexico 87505

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the COSPA. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

2. Definition of Terminology

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the City of Santa Fe Purchasing Department sponsoring the Procurement action.

(Ensure definition is appropriately placed in sample contract pro-forma as required).

“Award” means the final execution of the contract document.

“Business Community” means business areas of the Agency

“Business Days” means Monday through Friday excluding City of Santa Fe holidays.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “City of Santa Fe Employee”. (See below.) Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“FERPA” or Family Educational Rights and Privacy Act is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

“FIPS 140-2” or Federal Information Processing Standard Publication 140-2 is a U.S. government computer security standard used to accredit cryptographic modules.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“HIPAA” or The Health Insurance Portability and Accountability Act of 1996 provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information.

“HLFR” or High Level Functional Requirements may be calculations, technical details, data manipulation and processing and other specific functionality that define what a system is supposed to accomplish at a high level.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

“Job Title” means a specific designation of a position within an organization, normally associated with a job description that details the tasks and responsibilities that go with it.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Distribution List” means the list of Offerors whom, by returning the most currently required “Acknowledgement of Receipt” form (concerning the latest communication regarding procurement); wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Procurement Manager.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all the City of Santa Fe agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“City Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“City Purchasing Agent” means the director of the purchasing division of the City of Santa Fe

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreads

Deliverables

The City is seeking the professional services of a Data Center Hardware Engineering and Consulting Firm to provide the deliverables to include the following but not limited to:

- I. Project Management Documents
 - A Project Charter
 - B Project Management Plan
 - C Project Communications Plan
 - D Project Organization Change Management Plan
 - E Project Risk and Issue Register
 - F Project Status Report
 - G Project Schedule
- II. Detailed Virtualization Plan
- III. Software License Usage and Optimization Plan
- IV. Equipment Test Plan (Component)
- V. Rack Layout Plan
- VI. Define High Level Future State Maintenance Process and Use Cases
- VII. Organizational Readiness Assessment
- VIII. Prepare a Preliminary and Final Formal Training Plan
 - A User's Guides
 - B User's Manuals
- IX. Decommission Plan

DETAILED SCOPE OF WORK

The scope of this solicitation encompasses the following five functional areas. Manufacturer's Warranty is included with Functional Areas I, II, and III.

1. Functional Area I - Converged /Hyper-Converged Server Hardware and Software
2. Functional Area II – Associated Hardware Peripherals
3. Functional Area III – Data Center Networking Equipment
4. Functional Area IV - Installation and Training Services
5. Functional Area V- Manufacturer's Extended Warranty

A. Functional Area I - Converged Hyper-Converged Server Hardware and Software

Servers:

The selected vendor will use the data provided in Attachment #1 and Attachment #2 to provide an engineering design for virtualizing the physical servers.

The selected vendor will provide the software necessary for the hardware to operate.

B. Functional Area II – Associated Hardware Peripherals

The selected vendor will provide a KVM type solution which may or may not be optional that will be used for management of the hardware server systems installed. This includes brand or generic name equipment. This equipment also includes associated hardware and operating system software that is manufacturer installed or manufacturer required.

C. Functional Area III – Data Center Networking Equipment

The selected vendor will provide Data-centric communications equipment that includes but is not limited to:

- Routers
- Gateways
- Switches
- Bridges
- Repeaters
- Multiplexors
- Remote access devices
- Firewalls
- Appliances
- DSU/CSUs
- Intrusion detection systems
- Content switching
- Load balancing, intelligent traffic management DNS devices
- Network performance devices
- Console management and switching devices

This equipment also includes associated hardware and operating system software that is manufacturer installed or manufacturer required.

D. Functional Area IV – Installation and Training Services

Installation Services

The selected vendor will install all servers into the new data center racks. The vendor will configure the platform in preparation for the city to complete the virtualization plan developed by the vendor.

Installation Services may include, but are not limited to:

- The installation of the Hardware with the configuration necessary to ensure that the Hardware operates properly in the Requesting Agency's environment.
- The installation of equipment that requires product specific technical expertise, especially for integration involving complex network systems or new technologies. These services typically include: network and traffic engineering, capacity planning, configuration and customization of the equipment.
- The preloading of agency software.

Training Services

Training may only be purchased contemporaneously with the original purchase of the Hardware or with the purchase of Manufacturer's Extended Warranty and shall include, but is not limited to:

- Formal on-site or off-site training that is planned in advance and that has a defined curriculum.
- Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer; and
- Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet.

E. Functional Area V – Manufacturer's Extended Warranty

Manufacturer's Warranty Service shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the Hardware;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support;
- Online self-help functions;
- On-site warranty

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the requesting agency. All defective items must be replaced at no additional cost to the City of Santa Fe. The warranty must include, at a minimum, standard 8:00 a.m. to 5:00 p.m., Monday through Friday, local time phone support and 24 hour on-site maintenance and repair services in

cases where phone support cannot solve the problem. If the products were provided under the Installation Terms, the contractor is responsible for the installation of the replacement equipment as defined in the agency solicitation. If the products were provided without installation, the contractor, at its option and at no additional cost to the City of Santa Fe, may provide on-site service or next-day drop ship replacements for the Agency to install.

Referenced Attachments

This section identifies all the attachments related to the Data Center Hardware SOW.

SOW Attachments #	Description
1	Primary Site Hardware
2	DR Site Hardware
3	City of Santa Fe Disaster Recovery Planning
4	City of Santa Fe Infrastructure Design Options
5	RFP Response Form Tab Attachment 5 Compute \$
6	RFP Response Form Tab Attachment 6 Network \$
7	RFP Response Form Tab Attachment 7 Software \$
8	RFP Response Form Tab Attachment 8 Labor \$
9	RFP Response Form Tab Attachment 9 Optional \$
10	RFP Response Form Tab Attachment 10 DR \$
11	RFP Response Form Tab Attachment 11 Lease \$

SUBMITTAL REQUIREMENTS

The Offeror shall prepare and submit a three ring binder with tabs for each section as indicated below:

A. Organizational and Personnel Qualifications

Tab #1:

- Name and address of Vendor
- Overview of the company emphasizing lines of business, size, business results (key performance indicators)
- Primary Contact(s) Name and Phone #
- Names of System Designers/Engineers and Installers who are anticipated to work with the City of Santa Fe on this project
- Resumes of Chief Designers/Engineers and Installers who are anticipated to work with the City of Santa Fe on this project
- Provide an organizational chart with number of employees specified for each work area
- Provide profiles of the owners and executives and key personnel anticipated to perform work on the project
- Additionally, include the length of time in operation under the current business structure
- The Offeror shall provide a back-up staffing plan in the event of turnover during the project, to ensure that there will be no absence of required expertise and experience throughout the project.

B. Project Experience & Qualifications

Tab #2

- The Offeror shall describe their experience in serving as a Data Center Hardware and Associated Equipment and Services expert, leader and consultant for Data Center Hardware implementations.
- The Offeror shall provide detailed information on at least two (2) recent, within the past three (3) years, customer engagements that reflect experience with projects of a similar type and scope. Additionally, provide customer references for these two (2) engagements, including the name of the organization; contact name, title and project role, phone number and email address. Ensure that engagements provided are for work performed by members of the project team being proposed.

C. Proposed Solution

The Offeror shall describe their understanding of the project scope, the proposed approach to performing the services (refer to Summary section - professional services and deliverables for the list of services), and submit a proposed schedule, including project milestones and deliverables that cover the scope of work requested.

Using the RFP Response Forms document provided, the Offeror shall provide a response to the following questions regarding their proposed solution and approach:

Tab #3

- Computing Hardware Manufacturer Name
- Networking Hardware Manufacturer Name
- Proposed Software and Application Names
- Explain in detail how the Vendor's proposed system will provide a viable and economically practical solution for the City of Santa Fe Data Center. Detail how the Vendor proposal will meet the current and future IT needs of the City of Santa Fe.
- Provide detailed specifications for processors, memory and storage components Describe how your proposed solution can expand (RAM, Storage capacity) within a node or unit.
- Describe how your proposal is scalable – how the proposed system upgrades occur such as the version of your Virtual Solution as future versions or upgrades are available – or If your solution is purchased with less than the maximum amount of RAM and/or disk capacity, how does the system add RAM and/or disk capacity in the future?
- Explain how your proposed solution will allow City IT Staff to manage the Virtual environment – Describe how the storage and compute resources are managed down to and including increasing disk storage and/or memory allocation for individual virtual servers.
- Explain how your proposed solution will perform data replication - In Primary Data Center and between Primary Data Center and the DR site. Please indicate desired network bandwidth for your solution.
- Backup and Restore Methodology - Describe how your proposed solution will follow industry best practices to provide coverage of our data assets, including scheduling options, granularity of backups, and threshold event management to identify and mitigate emerging threats such as encryption attacks.
- Business Continuity design - Explain how your proposed solution will handle migration of virtual servers in the system and between Primary Data Center and the DR site in the event of hardware failure and what bandwidth would be necessary for this migration.
- Explain how your proposed solution will handle the future obsolescence of disk drives and other components - particularly in the event of a disk drive failure when a replacement is not available. Must all drives within the enclosure be identical? Can all drives be replaced with higher capacity or faster drives (SSD) at some point in the future?
- Detail how the proposed system will save the City of Santa Fe IT expenses over the life of the system.
- List of Network bandwidth requirements for Data Center to City's Network and to DR location.
- Primary Data Center Rack space requirements
- DR site General requirements and recommendations
- Please explain in narrative form how your solution will meet the requirements stipulated in Table. Mandatory Specification shown below.
- Please provide a response to the requirements to the Mandatory Specifications in Table I

Table I. Mandatory Specifications

Requirement #	Requirement Name	Requirement Type	Requirement Description
	G1	General	The new equipment proposed shall meet the current and future needs of the City of Santa Fe for the next 5 years.
2	G2	General	The successful solution will allow CoSF to virtualize the existing physical servers (see Attachment # 1) and move the virtual machines in new Data Center without client disruption.
3	T1	Technical	The proposed solution will have a minimum storage capacity of 50 Terabytes at the Primary Data Center.
4	G3	General	The proposed solution will include all networking hardware and licenses, including switches, cables and Firewall for both Primary and DR facilities. Failover/Redundant network equipment is required.
5	T2	Technical	Proposed system is to be fully redundant in all parts to eliminate any single point of failure. Proposed solution should be capable of handling the failure of one physical server by moving all affected VMs to another physical server and all affected storage locations without interruption of existing applications and services.
6	T3	Technical	The proposed solution shall provide for a backup and recovery solution(s) that includes the following features: Backup and restore virtual, physical and cloud environments, including Bare-Metal restores; integration with Microsoft VSS and VMware VADP technologies; automatically test and verify backups and VM's for recoverability; Support for Exchange, Microsoft SQL Databases, and Oracle Databases; Backup from Storage Snapshots; Replica rollback and assisted failover and failback with little to no business interruption.

7	T4	Technical	Restore inadvertent file deletions/corruption for at least one month after the event.
8	T5	Technical	Restoration of corrupted or deleted files from up to 12 months in the past via disk snapshots is desirable, but can be accomplished utilizing our tape library with our existing BackupExec software or another proposed backup solution.
9	T6	Technical	Move all affected data to another storage device/location in the event of failure of the primary storage device.
10	T7	Technical	Recover all Tier One Critical data (See Attachment # 3) due to catastrophic destruction of Primary Data Center
11	T8	Technical	Meet or exceed the Recovery Time Objectives (RTO) and Recovery Point set out in the Disaster Recovery Plan (see Attachment # 3)
12	T9	Technical	Vendor shall provide all necessary Virtual software components and licenses. Each Virtual Host should also include a Microsoft server 2012-R2 Datacenter license. The vendor will include demonstration and hands-on training of The City IT staff for management of the virtual environment and converting physical servers to virtual.
13	G4	General	Vendor shall provide rack mount space requirements sufficient to accomplish the needs of the new system proposed.

D. Cost Proposal

Provide a pricing breakdown, not to exceed, the cost for the rendering of all services, including any additional expenses (e.g. travel, per diem, etc.) that will be charged to the City of Santa Fe. Please use the document provided "RFP Response Forms" to submit the cost proposal.

Fill out the RFP Response Forms that includes Attachments 5-11:

Tab #4;

- Pricing breakdown of all proposed Computing hardware (See Attachment # 5)
- Pricing breakdown of all proposed Network hardware (See Attachment # 6)
- Pricing breakdown of all proposed software/applications (See Attachment # 7)

- Pricing breakdown of installation/labor costs for Primary Data Center (See Attachment # 8)
- Pricing breakdown of all Optional Components (See Attachment # 9)
- Pricing breakdown of all Disaster Recovery Data Center Components (See Attachment # 10)
- Leasing Options for Hardware, Software and services – 3, 4, and 5 year Leasing terms and sample contract. (Attachment #11)

Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

APPENDIX A

EVALUATION PROCESS & CRITERIA

EVALUATION COMMITTEE MEMBERS:

Renee Martinez, ITT Director

Mario Martinez, Server Engineer

William Smith, NOC Manager

Larry Worstell, Infrastructure Services Manager

Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described on page 28 will be the basis for evaluation.

The Evaluation Committee will determine the vendor's best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Scripted demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration and potentially a separate room for questions and answers.

Vendors who are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the vendor.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria through all stages of the evaluation process (e.g., review of written proposals, vendor demonstrations, reference checks, etc.)

Table I: Evaluation Criteria

Criteria	Description	Maximum Score
Solution*	This criterion considers the ability of how the proposed Systems (computing, network, hardware, software) is able to meet the current and future needs of the City of Santa Fe Data Center for the next 5 to 10 years and align with the City’s Business Continuity/Disaster Recovery plans.	30
Approach*	This criterion considers the Proposer’s understanding of the Scope of Work and the quality and clarity of the Proposer’s written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer’s approach to training and support.	25
Experience*	This criterion considers the Proposer’s experience in providing the System and support solicited by this RFP as set forth in the Proposer’s response and as learned from references	15
Cost	This criterion considers the price of the hardware, licenses, services, and ongoing maintenance solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	30

**Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*

APPENDIX B

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents.

A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

APPENDIX C

(YOU MUST RETURN THIS FORM WITH YOUR OFFER)

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

X. I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

XI. I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime. I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.91
PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)

APPENDIX E

City of Santa Fe

Information Technology Agreement
Contract No. _____

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the City of Santa Fe, hereinafter referred to as the “City” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

[CHOICE #1 - If procurement method is a RFP or Sole Source, use the following language: WHEREAS, all terms and conditions of the **[RFP Number and Name] [SOLE SOURCE]** and the Contractor’s response to such document(s) are incorporated herein by reference; and]

[CHOICE #2 – If procurement method is a state price agreement, use the following language: “WHEREAS, this Agreement is issued against the state price agreement, established and maintained by the New Mexico State Purchasing Division of the General Services Department, SPD **[Insert state price agreement number and name]**, and through this language hereby incorporates this price agreement by reference and gives the price agreement’s terms and conditions precedence over the terms and conditions contained in this present Agreement;”]

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by the IT Director of the City.
- B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “IT Director” shall mean the Information Technology Director for the City.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential

- client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
- G. “Contract Manager” shall mean a Qualified person from the IT Department responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **[Insert Name]** or his/her Designated Representative.
- H. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.
- I. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
- L. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- M. “GRT” shall mean New Mexico gross receipts tax.
- N. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- O. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
- P. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- Q. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

- R. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- S. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the IT Director and verified by the City. If applicable, under the terms of this Agreement the Project is **[Insert Name of Project, if applicable; otherwise delete sentence]**.
- T. “Project Manager” shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **[Insert Name]** or his/her Designated Representative.
- U. “Qualified” means demonstrated experience performing activities and tasks with Projects.
- V. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- W. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- X. “City Purchasing Agent (CPA)” shall mean the City Purchasing Agent for the City or his/her Designated Representative.
- Y. “City Purchasing Department (SPD)” shall mean the City Purchasing Department of the City.
- Z. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- AA. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- BB. “**Source Code**” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- CC. “Turnover Plan” means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and

the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. [CHOICE #1 – If a software license is required, use the following language.] Contractor hereby grants the City a [CHOICE #2- If a perpetual license is required, use the following language] non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of software and patent number if applicable]
- [CHOICE #3- If the license is required for the term of the Agreement, use the following language] non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor shall make available to the City: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

[**CHOICE #3** – Not Applicable. The Parties agree there is no License.]

- E. Source Code. [**CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[**CHOICE #2** – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[**CHOICE #3** – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[**CHOICE #4** – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. [**CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] [**CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. [**CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of

the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2 – Not Applicable.** The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

- A. **Compensation Schedule.** The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. **Payment.** The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** **[CHOICE #1-** excluding New Mexico gross receipts tax. **CHOICE #2 -** including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Compensation for a statewide price agreement shall not exceed \$200,000.00 per year. Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- o **[Insert professional service category(s) and define rate(s).]**

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. **Taxes.** **[CHOICE #1- Use if Agreement is between two public entities -** Not Applicable - contract is between two public entities.]

[CHOICE #2 – The Contractor [Use either - **shall OR shall not**] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money

received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

- D. Retainage. [CHOICE #1 - The City shall retain [INSERT percentage which is recommended at - twenty percent (20%)] of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.] [CHOICE #2 – Not Applicable – The Parties agree there is no retainage.]
- E. Performance Bond. [CHOICE #1- If the amount of the Agreement exceeds \$1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [Insert Total Amount of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform. [CHOICE #2 – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).
- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the IT Director shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the IT Director. In order to Accept the Deliverable, the IT Director, in conjunction with the Project Manager, will assess the

Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **[CHOICE #1- RFP] [CHOICE #2 – state price agreement] [CHOICE #3 - Sole Source] [CHOICE #4 – other procurement method of (please specify)]**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the IT Director or their Designated Representative, the IT Director will notify the Contractor of Acceptance, in writing, within **[INSERT # of days - recommend at not less than fifteen (15)]** Business Days from the date the IT Director receives the Deliverable(s) and accompanying Payment Invoice.

- C. Rejection. Unless the IT Director gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the IT Director receives the Deliverable(s) and accompanying Payment Invoice, the IT Director will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the IT Director with all appropriate corrections or modifications made and/or addressed. The IT Director will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the IT Director. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

[CHOICE #1- If the Agreement is based on a state price agreement and is for professional services *only* OR it is for a combination of professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #2-** If the Agreement is based on a state price agreement and is only for tangible property and/or services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #3-** If the Agreement is NOT based on a state price agreement and is for professional services only, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #4-** If the Agreement is NOT based on a state price agreement and is for only tangible property and *does not include* professional services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #5-** If the Agreement is NOT based on a state price agreement and is for *both* professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall terminate on [**Insert Termination Date**], unless terminated pursuant to Article 6. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. **Appropriations.** By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. **Notice; City Opportunity to Cure.**
 - 1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty

- (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
 2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
 3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
 4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
 5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
 6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
 7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;

8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

- B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:
1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. **[Delete if the Agreement is between two public entities -** The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.]

[Use if the Agreement is between two public entities - Neither party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

- B. [Delete if the Agreement is between two public entities - The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[CHOICE #1 – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

- A. Ownership. [CHOICE #2 - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City. Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[CHOICE #3- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
 2. Work with the Contractor to control the defense and settlement of the claim; and
 3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. **City Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 2. Replace or modify the product or service so that it becomes non-infringing; or
 3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

- A. **General.** The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.
- B. **Software.** **[CHOICE #1- Use if only purchasing or developing software]** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for **[INSERT # of years - recommend 6mo.-2yrs.]** years after Acceptance by the IT Director and implementation by the City. If the

software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [CHOICE #2 – Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:
[Insert Contractor Staff Name(s)]
- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City’s expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[CHOICE #1- Use if only purchasing IT hardware/equipment - Not Applicable.]

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the

best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

- A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the IT Director. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the IT Director to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
 2. The IT Director shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the IT Director are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
 2. Allowing the IV&V vendor to sit in on the Project meetings; and

3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to submit all reports directly to the Department, and copy the City.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

- A. **General Provision.** The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.
- B. **Responsibility for subcontractors.** The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 27 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR

[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 28 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New

Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 29 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [Choice #1 – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 30 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 31 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR
DATE:_____

City of Santa Fe Business

NAME AND TITLE
DATE:_____
CRS#_____
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ
FINANCE DIRECTOR

Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

[If applicable – Certified Project Name: name]

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	<ul style="list-style-type: none">• [Insert Total \$ Amount]• [Insert Amount less GRT, if

		applicable] • [Insert \$ Amount less retainage, if applicable]
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Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each Deliverable.]	Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.	<ul style="list-style-type: none"> • [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	<ul style="list-style-type: none"> • [Insert Total \$ Amount] • [Insert Amount less GRT, if applicable] • [Insert \$ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	Sub 1	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.

	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.
	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.
Monthly Report	Sub 1	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	Sub 1	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	<p>The City will assign one of four levels of priority to each request:</p> <ul style="list-style-type: none"> • Priority 1 is the most severe program error and represents a situation where mission critical features and functions of the [name of application] are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - two (2) hours]. • Priority 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - one (1) Business Day(s)]. • Priority 3 is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - ten (10) Business Days]. • Priority 4 is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

Attachment #1 - City of Santa Fe Primary Datacenter Server Planning Worksheet

04-06-2016

Servers Currently Planned For Virtualization at Primary Datacenter										
Server No.	System Description	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	IOPS	Minimum Virtual CPU Count	Minimum Virtual RAM (GB)	Minimum Storage Requirement (GB)
1	Application Server (Finance)	12	2,670	12,288	2,460	770	1,563	2	8	1500
2	Exchange Voicemail Gateway	8	2,000	4,096	600	44	315	2	8	500
3	Exchange Webmail	8	3,000	16,384	135	107	250	1	8	200
4	Exchange Webmail	8	3,000	16,384	135	107	250	1	8	200
5	Departmental File/Application Server (City Clerks)	8	2,670	16,384	2,460	527	482	2	8	1000
6	Departmental File Server (City Clerks)	8	2,670	8,192	410	120	1,267	1	4	1000
7	Application Server (Security)	2	3,000	4,096	466	9	50	2	4	200
8	Application Server (Genesis Timeclock)	4	2,400	4,096	137	15	132	1	4	100
9	CVB Terminal/Application Server	2	3,065	3,072	34	12	166	2	4	100
10	Domain Controller	8	2,670	16,384	200	100	1,100	2	8	200
11	Domain Controller	8	2,670	16,384	200	100	1,100	2	8	200
12	VPN/Remote Access Server	2	3,065	3,072	34	11	90	2	8	100
13	Application Server (AS400 Related)	2	1,263	4,096	34	16	462	1	4	100
14	Application Server (AS400 Related)	4	3,000	3,325	273	201	250	1	4	500
15	Application Server (AS400 Related)	4	3,000	4,096	273	30	188	1	4	200
16	Primary File Server	12	2,500	16,384	3,280	2,630	1,664	2	8	5000
17	Departmental File Server (Public Works)	2	3,600	4,096	1,360	914	1,208	2	8	2000
18	Departmental File Server (PD & Fire)	4	2,400	2,048	1,500	817	402	2	8	2000
19	Departmental File Server (GIS)	4	2,000	8,192	3,725	1,295	742	2	8	3000
20	Departmental File/Application Server (ITT)	4	3,600	10,240	137	26	112	2	4	1000
21	AutoCAD License Manager	4	2,300	10,240	68	31	303	1	4	100
22	Departmental File Server (Land Use)	12	2,670	24,576	3,353	1,140	1254	1	8	2500
23	Mobile Access Gateway	2	3,600	4,096	684	23	300	1	4	100
24	Application Server (Full Court/Case)(Courts)	12	2,600	32,768	6,000	174	1,589	2	16	500
25	Database Server (Full Court/Case, Oracle)(Courts)	12	2,600	32,768	5,500	800	1,358	4	16	2000
26	Web/Application Server (Full Court/Case)(Courts)	12	2,500	32,768	1,168	80	1,000	2	8	500
27	Exchange Mailbox Store	16	2,400	32,768	4,173	2,931	1,483	4	32	5000
28	Application Server (Parking)	1	2,400	512	76	23	186	1	4	100
29	Departmental File/Application Server (MRC)	2	3,000	4,096	1,080	1,013	120	1	4	200
30	Application Server (AS400 Related)	2	1,861	4,096	137	33	89	1	4	100
31	Application Server (PD)	1	2,500	1,024	75	10	813	1	4	100
32	Application Server (PD)	4	2,400	4,096	410	36	1,000	1	4	500
33	Application Server (Land Use)	2	3,600	4,096	683	32	1,000	1	8	100
34	Print Server	8	3,000	8,192	136	49	310	1	8	200
35	Print Server	8	3,000	16,384	169	50	327	1	8	200
36	Print Server	8	3,000	16,384	1,360	65	183	1	8	200
37	Primary Database Server (SQL)	8	2,670	16,384	410	46	565	4	16	1000
38	Application Server (PD/Fire Employee Scheduling)	8	2,400	8,192	410	47	985	1	4	200
39	Application Server (Finance)	12	2,200	24,576	2,000	72	548	2	8	1000
40	Database Server (SQL)(Finance)	12	2,200	24,576	5,435	318	5,361	4	16	3000
41	Application Server (Finance)	16	2,900	32,768	550	62	563	2	8	500
42	Departmental File Server (Water)	8	2,670	16,384	1,640	879	273	2	8	2500
43	E-Pay Server (Water)	2	3,065	4,096	34	30	250	1	4	100
44	Web Security Filter Database (SQL)	1	3,600	4,096	279	56	311	1	8	200
45	Internal Web/Application Server	4	3,400	4,096	170	39	515	1	8	500

Attachment #1 - City of Santa Fe Primary Datacenter Server Planning Worksheet

04-06-2016

46	Application Server (Network Monitoring)	4	3,000	12,288	68	49	269	2	16	200
47	Departmental File Server (Wastewater)	4	2,660	2,048	2,730	1,250	309	2	8	3500
48	Application Server (Mcafee EPO)	2	3,600	4,096	169	60	1,000	2	4	500
49	Application Server (PD/Fire)	2	3,065	3,072	34	10	250	1	4	100
Server										
No.	Server Name	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	Rack Space (U)	Minimum Virtual CPU Count	Minimum Virtual RAM (GB)	Minimum Storage Requirement (GB)
VM Totals										
		303	135,104	558,845	56,854	17,259	34,307	82	380	44,800
Physical Servers/Devices Planned For Primary Datacenter										
Server										
No.	System Description	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	Rack Space (U)	Notes		
	Ironport Spam Filter	2	2,200	4,096	250	150	1			
	Application Server (Backup Exec)	8	2,400	16,384	1,090	170	2	Reimage on Recycled 2U Server		
	Exchange Backup	6	2,100	16,384	9,200		2			
	Exchange Journaling (Long Term Email Archive)	N/A	N/A	N/A	8,000	N/A	1			
	Application Server (Telco)	2	2,000	2,048	77	28	2			
	Web Security Filter	8	3,060	8,192	140	47	2			
	Application Server (Security)	8	3,000	16,384	204	105	1			
	NAS Backup for Utility Billing Servers	N/A	N/A	N/A	37,880	22,720	3	TS-EC1679U-RP		
	NAS Server	N/A	N/A	N/A	50,520	37,600	2	TS-1279U		
	NAS Backup for Court Servers	N/A	N/A	N/A	50,520	6,430	3	TS-EC1679U-RP		
	NAS Backup for PD Tracs Server	N/A	N/A	N/A	50,520	5,640	3	TS-EC1679U-RP		
	Tape Library	N/A	N/A	N/A	N/A	N/A	10	Overland Neo 4000e		
Server										
No.	Server Name	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	Rack Space (U)	Notes		
Primary Site Totals										
		34	14,760	63,488	208,401	72,890	32			

Attachment #2 - City of Santa Fe DR Datacenter Server Planning Worksheet

04-06-2016

Servers Currently Planned For Virtualization at DR Datacenter										
Server No.	System Description	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	IOPS	Minimum Virtual CPU Count	Minimum Virtual RAM (GB)	Minimum Storage Requirement (GB)
1	Application Server (Finance)	8	3,000	8,192	547	41	936	2	8	500
2	Exchange Webmail	8	3,000	16,384	135	107	250	1	8	200
3	Exchange Mailbox Store	16	2,400	32,768	4,173	2,931	1,483	4	32	5000
4	VPN/Remote Access Server	2	3,065	3,072	34	11	90	2	8	100
5	Primary File Server	12	2,500	16,384	3,280	2,630	1,664	2	8	5000
6	Departmental File Server (Public Works)	2	3,600	4,096	1,360	914	1,208	2	8	5000
7	Departmental File Server (PD & Fire)	4	2,400	2,048	1,500	817	402	2	8	5000
8	Departmental File Server (Water)	8	2,670	16,384	1,640	879	273	2	8	3000
9	Departmental File Server (Wastewater)	4	2,660	2,048	2,730	1,250	309	2	8	3000
10	Departmental File Server (City Clerks)	8	2,670	8,192	410	120	1,267	1	4	500
11	Departmental File Server (Land Use)	12	2,670	24,576	3,353	1,140	1,254	1	8	3000
12	Backup Exec Server	8	3,000	4,096	137	43	384	2	8	500
13	Domain Controller	8	2,670	16,384	200	100	1,100	2	8	200
VM Totals										
		100	36,305	154,624	19,499	10,983	10,620	25	124	31,000

Attachment #2 - City of Santa Fe DR Datacenter Server Planning Worksheet

04-06-2016

Physical Servers/Devices Planned For DR Datacenter									
Server No.	System Description	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	Rack Space (U)	Notes	
1	Appassure Exchange DR Backup	10	2,400	16,384	14,000	13,500	2		
2	Application Server (Security)	8	3,000	16,384	204	40	1		
3	Application Server (Telco)	2	2,000	2,048	77	28	2		
4	Exchange Journaling DR Backup (Long Term Email	N/A	N/A	N/A	8,000	N/A	1		
5	NAS Backup for Water Server	N/A	N/A	N/A	27,060	23,590	2	TS-1279U-RP	
6	NAS Backup for PD Tracs Server	N/A	N/A	N/A	27,060	6,280	3	TS-EC1679U-RP	
Server No.	Server Name	Core Count	CPU MHz	Memory (MB)	Total Storage (GB)	Used Storage (GB)	Rack Space (U)	Notes	
Secondary Site Totals		20	7,400	34,816	76,401	43,438	11		

City of Santa Fe Disaster Recovery Planning

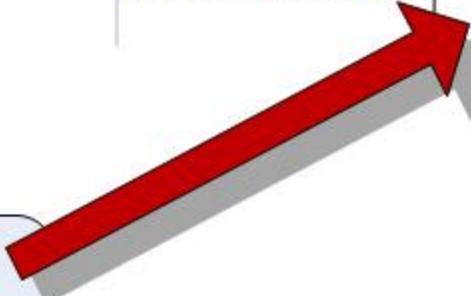
City of Santa Fe Disaster Recovery Critical System Guidelines

Business Application	Primary DC Server	Disaster Recovery DC Availability	Desired RPO HRs	Desired RTO HRs
Exchange - City Communications	Exchange Servers	Email and 1 month history available	0	0
Phone System City Communications	Avaya Servers	Avaya Phone System always available	0	0
Shared Folders & Files	File Server	1 month History available	0	1
City ERP Applications	AS400	ERP Applications hosted on AS400 will be supported at another site. Not Applicable	0	0

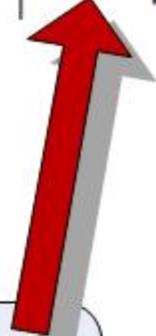
A.
Identify Essential Components of City Business Continuity



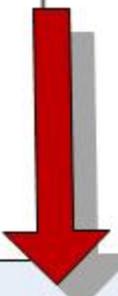
B.
Identify IT Support Systems of Critical Business Processes



C.
Alternate Service Delivery Solution Requirements



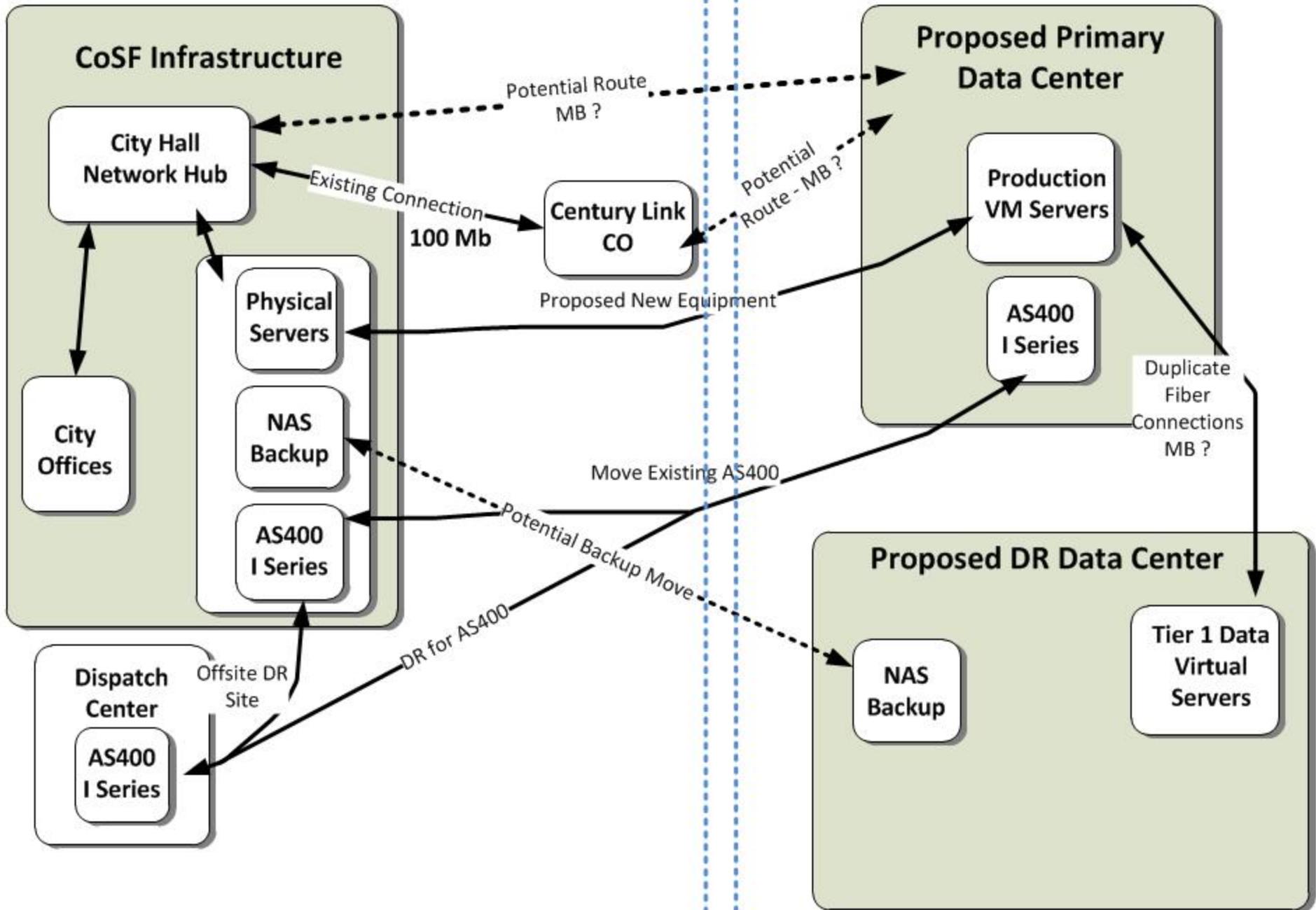
D.
DR Data Center Computing Hardware and Network Components Necessary in case of Disaster



City of Santa Fe Infrastructure Design Options

Existing

Proposed



**DR Data Center Modernization Pricing
Attachment 10**

Part #	Computing Component Description	Quantity	Unit Cost	Total Cost

Part #	Network Component Description	Quantity	Unit Cost	Total Cost

Part #	Software Application Description	Quantity	Unit Cost	Total Cost

Part #	Optional Component Description	Quantity	Unit Cost	Total Cost

**DR Data Center Modernization Pricing
Addendum 10**

Part #	Computing Component Description	Quantity	Unit Cost	Total Cost

Part #	Network Component Description	Quantity	Unit Cost	Total Cost

Part #	Software Application Description	Quantity	Unit Cost	Total Cost

Part #	Optional Component Description	Quantity	Unit Cost	Total Cost

Totals				
---------------	--	--	--	--